

**DISCOVER BANK**  
**Plaintiff,**

**vs.**

**JASON E VAUGHN JR**  
**Defendant(s).**

**CASE NO: SM-2018-900566**

**PLAINTIFF'S OBJECTION TO NONPARTY'S  
MOTION TO SET ASIDE JUDGMENT**

**COMES NOW**, the Plaintiff in the above-styled cause, and objects to the Defendant's Motion to Set Aside Judgment and Stay of Execution and as grounds does state as follows:

1. Motion to Set Aside Judgment was filed by Jason E. Vaughn Sr not the named Defendant, Jason E. Vaughn, Jr. Jason E. Vaughn, Sr. has no standing to file the motion to set aside the judgment entered against Jason E. Vaughn, Jr.
2. While the filing party, Jason E. Vaughn, Sr. and the named Defendant have similar names they are not one in the same individual as can be identified by the social security number and date of birth Plaintiff has on file.
3. That has been no lawful basis asserted that would support the setting aside of the previously entered default judgment., against Jason E. Vaughn, Jr.

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff respectfully request that the Defendant's Motion to Set Aside Judgment be denied.

Respectfully submitted,

**Amanda Chandler**

Digitally signed by Amanda  
Chandler  
Date: 2018.07.03 08:48:56 -05'00

**John Nathan (NAT004)**  
**Amanda Smith-Chandler (SMI348)**  
**Attorneys for Plaintiff**

OF COUNSEL:

**Nathan & Nathan, PC**  
PO Box 1715  
Birmingham, AL 35201  
(205) 323-5400



20180705000239520 1/4 \$24.00  
Shelby Cnty Judge of Probate: AL  
07/05/2018 12:50:55 PM FILED/CERT



IN THE SMALL CLAIMS COURT OF SHELBY COUNTY

DISCOVER BANK

Plaintiff,

vs.

Defendant(s).

CASE NO:

**COMPLAINT**

COMES NOW the Plaintiff in the above-styled cause, and submits unto this Honorable Court and the Defendant this Complaint and states and claims of Defendant as follows:

**VENUE**

1. Venue of this action is proper in this county to the best of Plaintiff's information and belief.

**FACTUAL BACKGROUND**

2. Plaintiff issued a credit card to the Defendant(s), thereby making an offer to the Defendant(s) to enter into a credit agreement. Defendant(s) accepted the offer by using the credit card account.
3. Plaintiff performed as required, paying for the charges made by the Defendant(s) on the account and mailing monthly statements to the Defendant(s) at the address provided by the Defendant(s). Defendant failed to perform by failing to make at least the minimum required monthly payments.
4. Each monthly statement identified the charges made on the account, the interest rate(s) charged, any late fees or other charges, as well as a statement of the previous balance, the current balance, the minimum monthly payment due, and the due date of such payment.
5. Through its undersigned attorneys, Plaintiff made written demand for payment from Defendant(s), but Defendant(s) has not satisfied such demand.

**COUNT I - BREACH OF CONTRACT**

6. Defendant(s) use of the credit card account provided by Plaintiff was an acceptance of Plaintiff's offer to enter into a credit card account agreement. Plaintiff performed as required, but Defendant(s) failed to perform by failing to make at least the minimum required payments on the account.
7. As a result of Defendant(s)' breach, Plaintiff incurred damages in the amount of \$2,311.54.

**COUNT II - ACCOUNT STATED**

8. In the alternative, Plaintiff claims the issuance of a credit card by Plaintiff and the use of that credit card by the Defendant(s) established a periodic account for which Plaintiff rendered monthly statements of account to the Defendant(s) as part of its ordinary course of business.

9. Defendant(s) failure to dispute, within a reasonable period of time, the charges, fees, and account balance indicated in the monthly statements provided by Plaintiff to the Defendant(s) constituted an acceptance of the Account Stated.

10. Plaintiff claims \$2,311.54 of Defendant(s) as damages, which is the stated amount less credits since the rendering of the account, if any.

**WHEREFORE**, the premises considered, Plaintiff prays that this Honorable Court would enter judgment in favor of the Plaintiff, and against the named Defendant(s), in the amount of \$2,311.54 and post-judgment interest at the applicable statutory interest rate and all court costs, including service of process costs as may be allowed by the Court, and such other, further and different relief to which Plaintiff may be entitled.

**RESPECTFULLY SUBMITTED** by:

**NATHAN & NATHAN, P.C.**


/s/ JOHN H. NATHAN

John H. Nathan (NAT004)  
Attorney for Plaintiff

/s/ \_\_\_\_\_  
J. Bart Lloyd, III (LLO009)  
R. Todd Mishkin (MIS006)  
Katie Parrott Tubbs (PAR155)  
Amanda Smith-Chandler (SMI348)  
Edmund J. Harrington III (HAR353)  
Abby Labat Smith (SMI376)  
Laura Tyrone (TYR007)  
Co-counsel for Plaintiff

**OF COUNSEL:**

Nathan & Nathan, P.C.  
P.O. Box 1715  
Birmingham, AL 35201-1715  
(205) 323-5400


  
20180705000239520 3/4 \$24.00  
Shelby Cnty Judge of Probate: AL  
07/05/2018 12:50:55 PM FILED/CERT

### Certificate of Service

I hereby certify that a copy of the foregoing has been served upon all parties or their counsel of record either by way of the State of Alabama electronic filing and notice system or by First-Class U.S. mail on the date indicated in the attorney's electronic signature below:

Elizabeth Hilyer, Esq.  
307 Second Avenue South  
Clanton, AL 35045  
Attorney for Jason E. Vaughn, Sr.

Amanda Chandler Digitally signed by Amanda Chandler  
Date: 2018.07.03 08:49:04 -05'00'  
\_\_\_\_\_  
Attorney for Plaintiff

  
20180705000239520 4/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
07/05/2018 12:50:55 PM FILED/CERT